

Cost Proposal for **PART 6**
GDOE E-Rate Network (GENET) Project
IFB No. FBE-003-2003

Submitted by M.E. International, Inc.
SPIN# 143020404

January 28, 2003 (Tues.) 10:00am GUAM
GDOE Supply Management Office
2nd Floor, Manuel F.L. Guerrero Building

Part II - Bid Proposal Form - Network Installation and Management Services**Bidder:**

This section is to establish bid price for services that may be purchased by the Guam DOE.

The cost of these services will be based on a percentage of equipment plus internal wiring funded by SLD.

Equipment and internal wiring could be funded from \$0 to \$1 million dollars. Bidders are to give pricing to 4 decimal points.

For example a 5.5% cost would be .0550 Funding requests will be by clusters of schools

The Bidder must agree that the prices offered for the item will be available for 2 years with an option by GDOE to extend for two more years.

The Bidder shall also bill the GDOE that submits the Purchase Order or Purchase Agreement.

All services to be delivered to GDOE price shall include any and all taxes.

	GDOE	Bidder Fills Out
	Tasks	Percentage of Equipment + Internal Wiring Costs to cover NIMS
	Network Installation and Management Services as defined in RFP. This percentage figure will be used to determine actual cost of NIMS	0.0580
	Strickly for evaluation purposes cost will be determined by multiplying the bidders decimal figure times \$1,000,000.	1,000,000
	Totals	\$ 58,000.00

**From: Marianas Electronics
International**

ATTACHMENT 2

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	Totals	\$ 58,000.00

From: Marianas Electronics
International

ATTACHMENT 3



Nerissa Bretania-Shafer Ph.D.
(Interim) Superintendent of Education

OFFICE OF SUPPLY MANAGEMENT DEPARTMENT OF EDUCATION

Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-202
Hagatna, Guam 96932
Telephone: (671) 475-0436 thru 9
Fax: (671) 472-5001



J. Michael Pangelinan
Administrator, Supply Management

LETTER OF INTENT TO AWARD

February 04, 2003

Ms. Ewald C. Wegner
ME International
dba: Marianas Electronics
1088 R.K. Plaza Ste. 5
Barrigada, Guam 96913

Vendor No.: 10128
SPIN: 143020404

Subject: Award for Bid invitation No: **FBE-003-2003**
For: **GDOE E-Rate Network (GENET)**

Dear Ms Wegner:

As-a result of evaluation of the above referenced Bid Invitation Number, your bid for the following Bid Part number(s) and the amount listed herein is being considered for award:

<u>Contract Control #</u>	<u>Description</u>	<u>Award Amount</u>
PC03-0014	Network Installation Management Services: Part 6: IC-3 NIMS	163,627.50 \$350,000.00
Total Award:		\$350,000.00

You are advised that this letter is only a notice of possible award. Actual award under contract is subject to the approval of the GDOE E-Rate Application by the Schools and Libraries Division (SALD) of the Universal Service Administrative Company AND certification of matching local funds, as stated in the IFB section titled "AWARD OF CONTRACT" (page 44).

The Department of Education shall be contacting you shortly to execute the formal contractual agreement.

Should you have any questions to comments regarding this matter, please contact me at 475-0436.

Sincerely,


JUAN MICHAEL PANGELINAN
Administrator, Supply Management

ATTACHMENT 4



Juan P. Flores
Superintendent

DEPARTMENT OF EDUCATION

Curriculum and Instruction Division

P.O. Box DE
Hagatña, Guam 96932
Telephone (671) 475-0444/0609
Fax: (671) 472-9750
Email: esanchez@gdoe.net



Eloise R. Sanchez
Associate Superintendent

Letter of Appeal

September 13, 2004

Letter of Appeal
Schools and Libraries Division
Box 125 – Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

From: Guam Department of Education
Franklin P. Artero – Program Coordinator Or
Eloise R. Sanchez – Associate Superintendent
P.O. Box DE
Hagatna, GU 96932
Telephone: 671-475-0444
Facsimile: 671-472-9750
E-mail: erate@gdoe.net

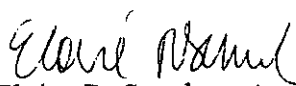
Subject: Schools and Libraries Division (SLD) Funding Commitment Decision Letter (FCDL) dated July 20, 2004 regarding Form 471 Application Number 412174
Funding Year 2004: 07/01/2004 – 06/30/2005
Billed Entity Number: 157744
Applicant's Form Identifier: 2004 Internal Con
Funding Request Number: 1130920

Buenas Yan Hafa Adai Appeals Committee,

This is to appeal the above decision by SLD with regards to FRN 1130920. The explanation reads, "The estimated one-time and/or monthly charge was changed to reflect the documentation provided by the applicant." The Guam Department of Education (GDOE) provided the reviewers with a draft addendum to the contract that was being reviewed by both parties (GDOE and ME International). The reviewers did not indicate that a signed addendum was necessary to provide the full funding request.

The addendum has been executed and is attached for your review. We hope the documentation provided will be sufficient to grant the full funding request. Should you need further information, please contact us at the contact information provided above.

Senseramente,


Eloise R. Sanchez, Associate Superintendent
E-Rate Project Manager - Guam Department of Education



Juan P. Flores
Superintendent

DEPARTMENT OF EDUCATION

Office of Supply Management

Manuel F.L. Guerrero/Administration Building
2nd Floor, Suite B-202
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Hågatña, Guam 96932
Telephone (671) 475-0436 through 9
Fax: (671) 472-5001



Roque A. Alcantara
Administrator, Supply Management
(Acting)

GDOE ERATE NETWORK (GENET) CONTRACT

Between the
Guam Department of Education
And
M.E. International dba Marianas Electronics

Amendment 1 to Contract # PC03-0014 SPIN Number 143020404

This Amendment 1 to Contract# PC03-0014, by and between the Guam Department of Education ("GDOE") and M.E. International (dba: Marianas Electronics) ("MEI"), is made effective July 1, 2004, and changes the services to be performed as well as extends the contract completion period.

RECITALS

WHEREAS, the Guam Department of Education ("GDOE") awarded a competitively bid contract to the ME International ("MEI"); and

WHEREAS, in accordance with the terms of the bid and contract, the GDOE has applied for funding for the Schools and Libraries Division (SLD) to have MEI provide network installation management services based on the bid and contract in force; and

WHEREAS, the purpose of the contract is to provide management services in the installation of school wiring, network and PBX equipment; and

WHEREAS, the installation period for the SLD FY 2004-2005 (Year 7) extends beyond the current contract date; and

WHEREAS, in accordance with Section XVI of the contract, the GDOE, at any time by written order, may make changes in the services to be performed.

NOW, THEREFORE, the parties agree as follows:

I. SERVICES TO BE PERFORMED

1. MEI agrees to provide Network Installation Management Services (NIMS) in accordance with the bid specifications outlined in IFB 003-2004.
2. MEI agrees to provide NIMS to oversee the installation of school wiring outlined for Internal Connections, School Wiring in GDOE's IFB 011-2004.
3. MEI agrees to provide NIMS to oversee the installation of network and PBX equipment purchased in the E-Rate Funding Year 2004 Cycle.

II. CONTRACT PERIOD

The GDOE and MEI agree to extend the contract period until September 30, 2005 to enable MEI to provide network installation management services. The contract period will automatically be extended by any extension period granted by the Schools and Libraries Division.

III. COST

1. The cost of the service is based upon a percentage assigned by the Schools and Libraries Division for Priority 2 services of which Internal Connections - School Wiring, Network Equipment and PBX Equipment is a part. For the E-Rate Funding Year 2004 Cycle, that percentage is .058 percent.
2. For schools and equipment funded at the 90% discount level, the cost for the E-Rate Funding Year 2004 Cycle is \$3,904,290.22 dollars. The dollar cost for NIMS is \$226, 448.83 dollars (.058 X \$3,904,290.22).
3. For schools and equipment funded at the 80% discount level, the cost for the E-Rate Funding Year 2004 Cycle is \$889,953.20 dollars. The dollar cost for NIMS is \$51,617.29 dollars (.058 X \$889,953.20).
4. For schools and equipment funded at the 60% discount level, the cost for the E-Rate Funding Year 2004 Cycle is \$1,055,404.79 dollars. The dollar cost for NIMS is \$61,213.48 dollars (.058 X \$1,055,404.79).
5. In line with the E-Rate program, the GDOE is responsible for 10% of the cost should it receive a funding commitment from SLD. MEI shall bill GDOE directly for its share. MEI shall bill SLD directly for the remainder. The amount of this contract shall reflect the total amount of all three levels of discount GDOE is responsible for. The amount is \$33,927.91.
6. All payments are subject to the availability of funds.

IV. SERVICE IMPLEMENTATION


1. Implementation of this addendum shall begin with the issuance of a purchase order reflecting the amount for services to be provided for the installation of school wiring and equipment at the ninety percent (90%) discount level.
2. Should SLD provide funding commitments for the eighty percent (80%) and sixty percent (60%) schools and equipment, GDOE shall issue purchase order modifications to reflect the additional amounts it is responsible for.
3. MEI shall meet with the GDOE E-Rate team to review the scope of work, scheduling of meetings and reporting formats upon receipt of the purchase order.
4. Except as amended above, all other terms and conditions of the contract shall remain the same and in full force and effect.

IN WITNESS WHEREOF, we, the parties hereto, have caused this Addendum to be executed accordingly.

GUAM DEPARTMENT OF EDUCATION

M.E. INTERNATIONAL, INC.


ROQUE A. ALCANTARA
Administrator, Supply Management (Acting)


EWALD C. WEGNER
Vice-President, MEI International
Dba: Marianas Electronics

Date: 6/30/04

Date: 6/30/04

ACCOUNT NO.: 11.04.22.00.26.0230.0000

DOCUMENT NO.: _____

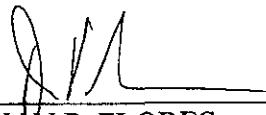
VENDOR NO.: _____

AMOUNT: \$ 33,927.91 (Thirty Three Thousand Nine Hundred Twenty-Seven Dollars and Ninety-One Cents).

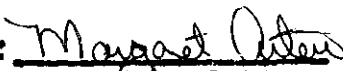
APPROVED AS TO FORM:

APPROVED:


FRED NISHIHIRA
Legal Counsel


JUAN P. FLORES
Superintendent of Education

Certified Funds Available
Amount \$ 33,927.91

By: 
Certifying Officer
Department of Education

ATTACHMENT 5

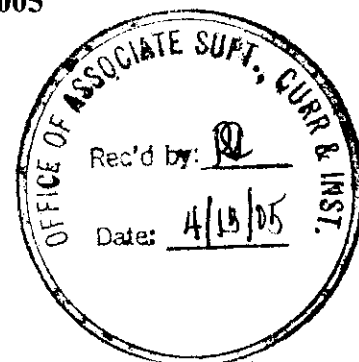


Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2004-2005

April 05, 2005

Eloise R. Sanchez
Guam Department of Education
PO Box DE
Hagatna, GU 96932



Re: Applicant Name: Guam Department of Education
Billed Entity Number: 157744
Form 471 Application Number: 412174
Funding Request Number(s): 1130920
Your Correspondence Dated: September 13, 2004

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2004 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1130920
Decision on Appeal: **Denied**
Explanation:

- On appeal, you explain that during the initial review of this funding request, you provided the reviewer with a draft copy of the contract addendum. You feel the reviewer did not indicate that a signed contract addendum was necessary for the funding commitment to be funded in full. You explain that at the time of the Program Integrity Assurance (PIA) review, both parties of the contract were still reviewing the addendum before signing it. You have provided a copy of the signed addendum as an attachment to your appeal letter.
- After a thorough review of the contract, appeal letter, and Form 471, it has been determined that the award date of the contract addendum is after the Form 471 application certification postmark date of February 4, 2004. In a response to PIA inquiries, you provided a copy of the signed contract for service, due to expire on

January 31, 2005. You also acknowledge in your appeal letter that the contract extension was not signed at the time of the PIA review, which was after the Form 471 certification was submitted. With the appeal letter, you included a signed addendum with a signature date of June 30, 2004. Hence, you submitted funding request 1130920 for contracted services without having a contract in place for the full year of service. This is a violation of program rules. Program rules require that for contracted services, a contract must be in place at the time the Form 471 certification is submitted to the SLD. Therefore, those services that occur after January 31, 2005 are not eligible for SLD funding. The decision by PIA to reduce the funding request by changing the contract date to reflect an end date of January 31, 2005 was correct. On appeal, you have not demonstrated that there was a signed contract in place for the remaining months of the funding year at the time the Form 471 certification was submitted on February 4, 2004.

- SLD has determined that, at the time you submitted your Form 471 application, you did not have a signed contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. § 54.504(c). The FCC has consistently upheld SLD's denial of Funding Request Number(s) when there is no contract in place for the funding requested.¹ The FCC Form 471 instructions under Block 5 clearly state that you MUST sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services.² You did not provide evidence with your appeal that, at the time you signed your Form 471, you had signed a contract for eligible services. Consequently, SLD denies your appeal.

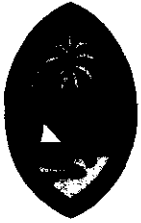
If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or cancelled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

¹ *Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism*, File No. SLD-256981, CC Docket Nos. 02-6, Order, 18 FCC Rcd. 22,994, DA 03-3526 (2003).

² See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (October 2003) at page 20.



Juan P. Flores
Superintendent

DEPARTMENT OF EDUCATION

Curriculum and Instruction Division

P.O. Box DE
Hågatña, Guam 96932
Telephone (671) 475-0444/0609
Fax: (671) 472-9750
Email: esanchez@gdoe.net



Eloise R. Sanchez
Associate Superintendent

Robert Herring
PIA Associate
Schools And Libraries Division
Program Integrity Assurance
Phone: (973) 560-4463
FAX: (973) 599-6513
rherrin@sl.universalservice.org

Subject: May 3, 2004 SLD Inquiry regarding 412174, FRN 1130920

Buenas Yan Hafa Adai Mr. Herring,

Thank you for pointing out the discrepancy. Below is our response to your inquiry.

Inquiry:

Based upon review of your Form 471 application FRN 1130920 response, it appears that the contract number PC-03-0014 Expiration Date is January 31, 2005 (see contract section V. PERIOD OF AGREEMENT: This CONTRACT shall be initiated as of February 01, 2003 and shall remain in force for two years.), which is prior to June 30, 2005 - end of the 2004/2005 funding year.

Please provide any additional documentation and any applicable contract extensions for the remaining months of the funding year.

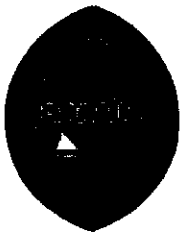
Response:

We are currently drafting a contract extension for the remaining months of the funding year. Sections IX and XVI allow for addendums to the contract. We will execute an addendum that will extend the current contract to September 30, 2005 to cover the service period for Funding Year 2004. We will submit a Form 500 to indicate the current expiration date. Once the proper authorities sign the addendum, as Section IX and XVI allow, another Form 500 will be submitted to indicate the new expiration date. I have attached the final draft of the addendum that is currently being circulated for signature.

I apologize for the inconvenience and mix up. If you need further information, please contact me again.

Senseramente,

Franklin P. Artero, Program Coordinator
Guam Department of Education
P.O. Box DE
Hagatna, Guam 96932



**DEPARTMENT OF EDUCATION
OFFICE OF SUPPLY MANAGEMENT**

*Manuel F.L. Guerrero / Administration Building
2nd. Floor, Suite B-202
Hagatna, Guam 96932
Telephone: (671) 475-0436 thru 9
Fax: (671) 472-5001*



*Juan P. Flores
Superintendent of Education*

*Raymond L.G. Taimanglo
Administrator, Supply Management*

GDOE ERATE NETWORK (GENET) CONTRACT

Between the
Guam Department of Education
and
M.E. International dba: Marianas Electronics

Amendment 1 to Contract # PC03-0014 SPIN Number 143020404

This Amendment 1 to Contract# PC03-0014, by and between the Guam Department of Education ("GDOE") and M.E. International (dba: Marianas Electronics) ("MEI"), is made effective May 3, 2004, and extends the contract completion period.

RECITALS

WHEREAS, the Guam Department of Education ("GDOE") awarded a competitively bid contract to the ME International ("MEI"); and,

WHEREAS, in accordance with the terms of the bid and contract, the GDOE has applied for funding for the Schools and Libraries Division to have MEI provide network installation management services based on the bid and contract in force; and,

WHEREAS, the installation period for the SLD FY 2004-2005 (Year 7) extends beyond the current contract termination date; and,

WHEREAS, in accordance with Sections IX and XVI of the contract, the GDOE and MEI may elect to extend the completion of the contract until June 30, 2005 or as provided for by the Schools and Libraries Division.

WHEREAS, both parties agree that no additional funds can result out of this amendment.

NOW, THEREFORE, DO THE PARTIES AGREE AS FOLLOWS:

I. CONTRACT PERIOD

The GDOE and MEI agree to extend the contract period until September 30, 2005 to enable MEI to provide network installation management services. The contract period will automatically be extended by any extension period granted by the Schools and Libraries Division.

II. COST

There shall be no increase in the cost of the service.

GUAM DEPARTMENT OF EDUCATION

CONTRACTOR

Raymond L.G. Taimanglo
Administrator, Supply Management

EWALD C. WEGNER
Vice-President, ME International
dba: Marianas Electronics

Date: _____

Date: _____

AVAILABILITY OF FUNDS

Felix D. Calvo
Certifying Officer

APPROVED AS TO FORM:

APPROVED:

FRED NISHIHARA
Legal Counsel

JUAN P. FLORES
Superintendent of Education



Juan P. Flores
Superintendent

DEPARTMENT OF EDUCATION Curriculum and Instruction Division

P.O. Box DE
Hågatña, Guam 96932
Telephone (671) 475-0444/0609
Fax: (671) 472-9750
Email: esanchez@gdoe.net



Eloise R. Sanchez
Associate Superintendent

April 27, 2004

Robert Herring
PIA Associate
Schools and Libraries Division
Program Integrity Assurance
Phone: 973-560-4463
Fax: 973-599-6513
rherrin@sl.universalservice.org

Re: SLD Inquiry of April 19, 2004 regarding Application Number 412174


Buenas Yan Hafa Adai Mr. Herring,

Thank you for the opportunity to explain the Guam Department of Education (GDOE) applications. The following information is provided as per your request.

A. Based upon review of your Form 471 application, it appears that FRN 1130920 has the same contract number as Funding Year 2003 FRN 999281, and the Contract Expiration Date submitted in Block 5, Item 20, has changed from 6/30/2006 to 6/30/2009. The rules of this support mechanism require that a new Form 470 be posted for 28-Days prior to extending the existing contract, unless the establishing Form 470 for the original contract made all potential bidders aware of your ability to extend the contract beyond its initial term. Please answer the following question, and provide the requested documentation as indicated:

1. Please provide a copy of the contract, and any applicable contract extensions: **A copy of the contract is attached.**
2. Did the Contract Expiration Date change from what was reported on FRN 999281 on Funding Year 2003 Form 471 application number 363465? **No, the contract expiration date did not change. The entry of June 30, 2009 was a typographical error.**

Should you need further information, please do not hesitate to contact us.

Senseramente,

Franklin P. Artero
Program Coordinator
Guam Department of Education
E-Rate Project

03-0604



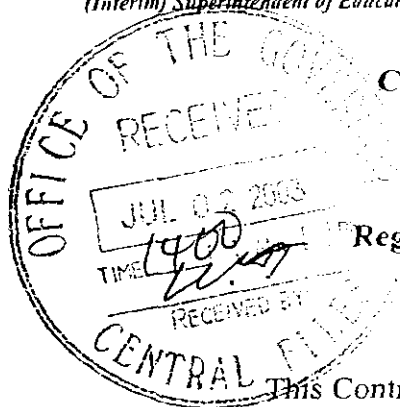
OFFICE OF SUPPLY MANAGEMENT DEPARTMENT OF EDUCATION

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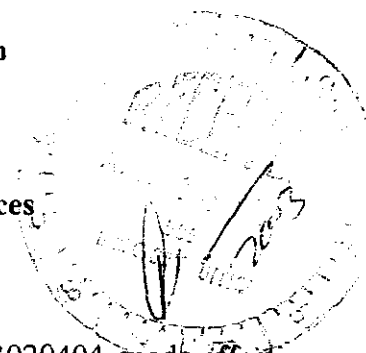
Nerissa Bretania-Shafer, Ph.D.
(Interim) Superintendent of Education

J. Michael Pangelinan
Administrator, Supply Management



Contract between the Guam Department of Education and ME International dba: Marianas Electronics

Regarding the Network Installation Management Services IFB No. FBE 003-2003 Part 6



This Contract, Contract Number: PC03-0014 Spin Number: 143020404, made effective this 6th Day of February 2003 by and between the GUAM DEPARTMENT OF EDUCATION ("GDOE"), and the ME International dba: Marianas Electronics, concerns the award to the ME International dba: Marianas Electronics, for the delivery of Network Installation Management Services for the E-Rate Project of the Guam Education Network (GENET).

RECITALS:

WHEREAS, the Guam Department of Education, in accordance with the requirements of the Schools and Libraries Division of the Universal Services Administrative Company and Guam Procurement Laws and Regulations, issued a Multi-Bid (IFB No. FBE 003-2003) Ten (10) Part Bid for Cellular (Mobile Phone) Services, Dedicated Digital Data System/Equipment Maintenance/Video Teleconferencing, Long Distance Services, Dedicated Digital Data Services from Guam to Honolulu, Network Installation Management Services, Network Installation Management Services, Network Installation Management Services, PBX Equipment and Video Teleconferencing Services;

WHEREAS, the ME International dba: Marianas Electronics submitted a proposal in accordance with the bid specifications and procedures for Network Installation Management Services.

WHEREAS, the ME International dba: Marianas Electronics was determined to be the lowest responsible Bidder to provide Network Installation Management Services for the Schools and Offices of GDOE;

WHEREAS, the bid specifications establishes a charge for installation costs for Network Installation Management Services for the GDOE;

NOW, THEREFORE, in consideration of the understandings hereinafter set forth, the GDOE and the ME International dba: Marianas Electronics, agree as follows:

Guam GENET Project
Part 6: Network Installation Management Services
Contract between GDOE - ISDI Technologies

CFP#0703-358

I. PURPOSES:

The purpose of this contract is to establish the Contract Terms and Conditions for the award of Network Installation Management Services to be provided by the ME International dba: Marianas Electronics, to schools and other sites authorized by the GDOE.

II. ORDER OF PRECEDENCE:

- A. The order of precedence governing this CONTRACT shall be:
 - 1. This CONTRACT;
 - 2. SLD Rules and Regulations;
 - 3. Bid Specifications; and
 - 4. Vendor Proposal.
- B. These documents, and its terms, conditions, specifications and other requirements are incorporated herein, and governs in accordance with the order of precedence.

III. SCOPE OF SERVICES:

- A. The ME International dba: Marianas Electronics, shall provide Network Installation Management Services in accordance with the Terms and Conditions of the Bid Specification, as amended, issued by the Department of Educations.
- B. The ME International dba: Marianas Electronics, shall deliver these Network Installation Management Services to all schools and offices designated by the GDOE, including the other private schools as provided for in the bid specifications.

IV. PRICE LIST AND COMPENSATION:

- A. The GDOE and/or other schools and/or agencies using this CONTRACT shall compensate the ME International dba: Marianas Electronics, in the amounts specified in the bid proposal.
- B. The ME International dba: Marianas Electronics, may waive and/or reduce the cost and/or charges for any period of time through written notification to the GDOE.

V. PERIOD OF AGREEMENT:

This CONTRACT shall be initiated as of February 01, 2003 and shall remain in force for two years.

VI. ORDERING PROCEDURES:

- A. The E-Rate coordinator shall authorize the use of this contract for Network Installation Management Services for other private schools and government agencies prior to ME International dba: Marianas Electronics, proceeding with any action based on this CONTRACT.
- B. For new services, the GDOE and/or other entity using this CONTRACT shall submit a Purchase Order through existing forms to the ME International dba: Marianas Electronics, via standard forms or a letter from an appropriate authority.
- C. The Purchase Order shall specify the date proposed for installation and for the period of time for the service.
- D. The Purchase Order shall specify the amounts to be billed to the Schools and Libraries Division (SLD) and to the ordering entity, if appropriate

VII. INVOICE AND PAYMENTS:

- A. The entity ordering the Network Installation Management Services (if an agency other than GDOE ordered equipment) shall be responsible for the payments to the ME International dba: Marianas Electronics
- B. ME International dba: Marianas Electronics, shall submit invoices for payments for the Network Installation Management Services after the service has been provided.
- C. As appropriate and as specified in the Purchase Order, the ME International dba: Marianas Electronics, shall directly bill the Schools and the Libraries Division for the federal share of any installation. The ME International dba: Marianas Electronics, shall bill the GDOE and/or Public Libraries only for the pro-rate share of the costs as determined by the SLD.
- D. Following the billing for each month, ME International dba: Marianas Electronics, shall directly bill the Schools and Libraries Division for the federal share of any installation charges. The ME International dba: Marianas Electronics, shall bill GDOE and/or Public Libraries only for the pro-rate share of the costs based on the discount levels provided by the SLD.
- D. Payments shall be made by the GDOE in accordance with standard payment procedures.

VIII. NOTICES AND CONTRACT REPRESENTATIVES:

All notices regarding this CONTRACT shall be sent to:

**GUAM DEPARTMENT OF EDUCATION
(GDOE)**

Attn: Juan Michael Pangelinan
Administrator, Supply Management
Manuel F.L. Guerrero
Administration Building
2nd Floor, Suite B-202
Hagatna, Guam 96932

**ME INTERNATIONAL
DBA: MARIANAS ELECTRONICS**

Attn: Ewald C. Wegner
Title: Vice President
1088 Route 16, R.K. Plaza, Ste. 5
Barriadaga, Guam 96913

IX. ENTIRE AGREEMENT:

This *CONTRACT* and any document attached or incorporated hereto contains the entire agreement between the parties and cannot be modified, amended, supplemented or rescinded except in a written instrument signed by both parties. Any provision of this agreement prohibited by the United States of America or Government of Guam law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.

X. AUTHORIZATION TO SIGN:

By execution hereof, the signer hereby certifies that he or she has read this Memorandum of Agreement and that he or she is duly authorized to execute the same on behalf of the GDOE and the ME International dba: Marianas Electronics.

XI. ASSIGNMENT OF AGREEMENT:

The Contractor may not assign this agreement, or any sum becoming due the Contractor under the provisions of this agreement, without the prior written consent of the Department.

XII. GENERAL COMPLIANCE WITH LAWS:

The Contractor shall be required to comply with all Federal and Territorial laws and ordinances applicable to the work. Contractor shall attach a copy of appropriate business license of a statement of exemption pursuant to section §70126/P.L. 7-21 Guam Code Annotated.

XIII. ACCESS TO RECORDS AND OTHER REVIEW:

The Contractor, including his subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for two (2) years from the date of the final payment under the contract, for inspection by the Government of Guam. Each subcontract by Contractor pursuant to this agreement shall include a provision containing the conditions of this Section XI.

XIV. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and incidental Contractor work or materials furnished hereunder shall be and remain the property of the Department including all publication rights and copy right interests, and may be used by the Department without any additional cost to the Department.

XV. INDEMNITY:

Contractor agrees to save and hold harmless the Department, its officers, agents, representatives, successors and assigns and other Departmental agencies from any and all suits of actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's Officer's, Agents, Servants or employees under this agreement.

XVI. CHANGES:

The Department, at any time by written order may make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly.

XVII. TERMINATION:

Either of the parties hereto, may, by written notice to the other, terminate this agreement in whole or in part at any time for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Contractor in performing this agreement shall, in the manner and to the extent determined by the Department, become the property of and be delivered to the Department. Contractor will, however, be paid the reasonable value for services performed that are acceptable to the Department.

XVIII. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be stricken from the agreement and the agreement shall be enforce according to its valid subsisting terms and provisions.

XIX. GOVERNING LAW:

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

XX. EFFECTIVE DATE OF THIS AGREEMENT:

This agreement shall take effect upon the date it is signed by the *Governor of Guam* and the date of the Agreement shall be the date upon which the *Governor* affixes his signature.

XXI. NON-DISCRIMINATION:

The Contractor hereby agrees that no person shall, on the grounds of race, religion, color, creed, age, national origin, marital status, disability, or political affiliation be excluded from or denied participation in, or otherwise subjected to discrimination either through employment or program activity to this contract.

XXII. GOVERNMENT NOT LIABLE:

- A. The Government assumes no liability for any accident or injury that may occur to the Contractor, his or her agents, dependents, or personal property while en-route to or from this territory or during any travel mandated by the terms of this agreement.
- B. The Government shall not be liable to the Contractor for any work performed by the Contractor prior to the approval of this Agreement by the *Governor of Guam* and Contractor hereby expressly waives any and all claims for service performed in expectations of this Agreement prior to its approval by the *Governor of Guam*.

GUAM DEPARTMENT OF EDUCATION

Prepared By: [Signature]
JUAN MICHAEL PANGELINAN
 Administrator, Supply Management

Date: March 31, 2003

Approved as to Form:

[Signature]
~~FRED NISHIHARA~~ PAT MASON
 Legal Counsel

Date: April 10, 2003

Approved as to Form:

[Signature]
DOUGLAS B. MOYLAN
 Attorney General

Date: 7/1/03

Guam GENET Project
 Part 6: Network Installation Management Services
 Contract between GDOE - ME International dba: Marianas Electronics

CONTRACTOR

By: [Signature]
EWALD C. WEGNER
 Vice President, ME International
 dba: Marianas Electronic

Date: April 1, 2003

Approved:

[Signature]
NERISSA BRETANIA-SHAFFER, Ph.D.
 (Interim) Superintendent of Education

Date: 4-15-03

Approved by:

[Signature]
KALEO S. MOYLAN
 Governor of Guam (Acting)

Date: JUL 11 2003**RECEIVED**

JUN 11 2003

ATTORNEY GENERAL'S OFFICE

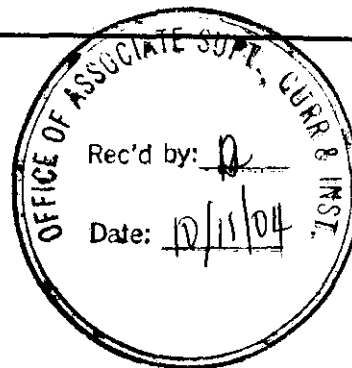
REFERENCE DOCUMENTS



Universal Service Administrative Company
Schools & Libraries Division

September 29, 2004

Eloise R. Sanchez
Department of Education
P.O. Box DE
Hagatna, Guam 96932



Eloise R. Sanchez:

The Schools and Libraries Division of the Universal Service Administrative Company has received your correspondence on September 28, 2004 regarding the 2004-2005 funding decision on your 471 application number 412174. These are the steps that will now follow:

1. We will review your correspondence carefully to identify the specific issue(s) it raises.
2. We will consult the program integrity assurance records and all supporting documentation for the application. Our goal is to determine whether the program rules were administered appropriately in processing your application.
3. Once the review process is completed we will respond in writing and state whether your appeal is approved, denied or approved in part. We will then follow with a funding commitment decision letter for any approved appeal resulting in additional discounts for your application. Funds have been set aside to implement funding decisions for appeals approved by the SLD and/or the Federal Communications Commission.

We have begun in-depth review of the appeals we have received, and our goal is to respond to you as promptly as possible. We thank you in advance for your patience as we handle your case with the care and attention it deserves.

Schools and Libraries Division
Universal Service Administrative Company

Eloise R. Sanchez
Guam Department of Education
PO Box DE
Hagatna, GU 96932